



## SIOUX FALLS AREA HUMANE SOCIETY

*A Haven and Human Voice for Animals in Need*

To Whom it May Concern:

Enclosed please find the Animal Control Agreement for the year 2016. Please note any price and language changes, specifically SB75– law against breed banning in any city, town, municipality or county.

If you need our services, please review the contract enclosed, sign and return a copy to the Sioux Falls Area Humane Society **by December 24, 2015** for continued service in your area. If a signed contract is not received by that date, all services in your jurisdiction will cease until a signed contract is in place.

If you do not wish to have services in 2015, please respond by phone (605) 338-4441 or fax (605) 332-9096 so calls in your area will not be dispatched.

We look forward to serving you with your animal control needs.

Please contact us if you have any questions.

Sincerely,

Kori Baade  
Executive Director  
Sioux Falls Area Humane Society  
3720 East Benson Road  
Sioux Falls, South Dakota 57104

ANIMAL CONTROL SERVICES  
AND IMPOUNDMENT FACILITY OPERATIONS AGREEMENT  
For the Year 2016

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January, 2016, by and between the **CITY OF HARRISBURG, SOUTH DAKOTA**, a municipal corporation, hereinafter referred to as the “City” and the **SIOUX FALLS AREA HUMANE SOCIETY**, hereinafter referred to as the “Society”.

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility (the “Facility”) where animals which have been picked up pursuant to the City ordinances are cared for or disposed of pursuant to such ordinances; and

WHEREAS, the City believes that the Society is an appropriate party for handling other related animal problems; and

WHEREAS, the Society has provided Animal Control Officer services to the City under contract for several years previous to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Control Services. The Society shall be responsible for the day-to-day administration and enforcement of the animal control laws found as stated in the City Codes. In discharging this duty, the Society shall also perform all other animal related services and obligations delegated to the Society by the City, including, but not limited to the following specific duties:

- (a) Animal Control Officers. The Society shall provide trained and commissioned animal control officers for the City. Animal control officers shall perform the following services in and for the City:
  - (i) Pick up dogs and cats found running at-large and animals which have been taken into custody by citizens. Records of these actions shall be prepared and maintained and appropriate copies provided to the City.
    - (A) Animals which cannot be returned to the guardians or keepers will be impounded by the officers at the Facility for the required 3 or 5 day hold.
    - (B) Animals will be returned to their guardians or keepers immediately, if possible. If the return of the animal is appropriate, and if a violation has occurred, a summons and complaint shall be issued to the guardian, with officer discretion.
  - (ii) Attempt to give emergency treatment to all injured animals found by animal control officers or reported to the Society. Animals that

- have, in the opinion of a veterinarian, humane officer/animal control sustained terminal injuries, may be euthanized by the Society or Animal Control/Humane Officers.
- (iii) Respond to citizen complaints concerning animal-related problems. If a request for same is made, and probable cause exists to believe a violation of the Code has occurred, the animal control officer shall prepare and issue a summons on the basis of such complaints.
  - (iv) Respond to administrative directive of the City's office/Sheriff's Department relating to animal control.
  - (v) Issue summons and complaints to guardians or keepers of dogs found to be in violation the city Code.
  - (vi) Cooperate with the Lincoln County Sheriff and the City Attorney's Office in the prosecution of violations of the various animal control ordinances of the City.
  - (vii) Pick up and impound animals in animal bite or vicious animal cases. The suspect animal shall be held in the manner and for the period set forth in and in accordance with the Regulations of the State Health Department. The City hereby delegates to the Director of the Society the authority to make all of the determinations necessary to the enforcement of the above chapters of the City Code.
  - (viii) Maintain personnel and equipment available for 24-hour emergency animal rescue service, seven days a week.

## **Section 2. Facility and Services.**

### **(a) Facility.**

- (i) The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located as 3720 East Benson Road, Sioux Falls, SD 57104.
- (ii) All medical supplies, professional instruments, equipment and staff necessary for the operation of the Facility shall be provided by the Society.

### **(b) Operation of the Facility.**

- (i) The Shelter staff will not be responsible for determining the validity of stray animals brought to the facility by individuals other than Law Enforcement. Nor will the staff turn away any supposed stray animal brought to the facility by individuals other than Law Enforcement and the City will be charged accordingly.
- (ii) The Society shall comply with applicable laws of the State of South Dakota and ordinances of the City, and administrative directives of the City.

- (iii) The Society shall maintain the Facility in a clean and sanitary condition and shall accept dogs, cats, and other animals.
- (iv) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (v) The Society will not release or otherwise dispose of any animal placed in the Facility, except to the guardian, until all impoundment and applicable state laws have been satisfied. In no case will a healthy domestic animal be disposed of in less than three days unless it is released to the guardian thereof.
- (vi) The Society may charge, collect and retain for its own use as part of the consideration for this contract the impound fees from all persons who redeem impounded animals including expenses for room and board as set forth in the City Code. The impound fee shall be returned to the City less a ten (10%) administration fee.
- (vii) The Society is authorized to collect from the guardian or keeper of the animal for all reasonable and necessary costs associated with providing emergency treatment to an impounded animal.

### **Section 3. Miscellaneous Provisions.**

- (a) The Society shall, in its discretion, furnish and distribute to animal guardians notices which clearly and simply state the important portions of the City Codes.
- (b) The Society shall handle complaints about nuisance domestic pets only.
- (c) The Society shall submit an annual summary report to the City listing the following information in regard to the contract year.
  - (i) The total number of calls handled by the Humane Society Animal control Officers within the City;
  - (ii) The total number of animals impounded,
  - (iii) A financial statement which summarizes the Society's revenues, expenses and fund balances.
- (d) The Society shall be responsible for providing and maintaining appropriate vehicles and equipment to perform animal control functions as defined in this contract. All expenses associated with the purchase of these vehicles will be the responsibility of the Society, including, but not limited to, those cost of the purchase and installation of all equipment necessary to modify the vehicles for transportation of animals.

#### **Section 4. Obligations of the City**

If City collects impound fees, and they are returned to the City, the Sioux Falls Area Humane Society will retain costs incurred to pick up the animal(s). The City shall pay to the Society \$130.00 per month. Charges for emergency calls, those between 6:00 p.m. and 8:00 a.m., will be assessed at \$56.00 per hour charged in quarter hour increments. Actual mileage will be assessed and charged based on the Internal Revenue Service mileage reimbursement allowance. The Humane Society will bill the City for any and all emergency calls on a monthly basis and the City will pay the Humane Society the full amount due within 30 days of receipt of the invoice.

- (a) The City shall provide law enforcement assistance to the Society's Animal Control Officers in response to their calls in emergency situations.
- (b) All financial obligations of the City under this Agreement are subject to appropriation and budgeting of sufficient funds therefore by the City.
- (c) Breed Banning is not allowed per South Dakota law SB75.

#### **Section 5. It is further agreed:**

- (a) The Society's records with respect to all matters covered by this contract shall be made available for audit and inspection by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit is begun.
- (b) The Society shall protect, indemnify, defend and hold harmless the City, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants and agents from any and every action, cause of action, claim or demand of any person, natural or corporate, who is not subscribing party to this agreement, by, because or through any matter, cause, or thing happening or in any way connected with the Facility or the Society's Animal Control Officers arising from the negligent acts of actions of said Society, its employees or agents. The Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the negligent acts of the City, its officers elected or appointed, and the agencies thereof, nor for acts, claims or demands based on the performance of this contract by the Society in compliance with specific instructions or orders given to said Society by authorized agents or elected or appointed officers of said City.
- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage.
- (d) The Society, its members, and employees work for the Society and do not have the status; rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- (e) That no waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.

- (f) In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or marital status.

**Section 6.** It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinance of the City, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of the animal shelter and enforcement and services shall be of the essence thereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement.

**Section 7.** The City has the right and option to terminate this Agreement by the City, at a formal meeting, adopting a motion electing so to terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be no less than 30 days from the date of delivery of the notice that such action has been taken, but the agreement ends on December 31, 2016 unless renewed or extended in written agreement of both parties.

**Section 8.** This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

**Section 9.** This agreement does not include large animals such as horses, goats, livestock and it does not include large scale rescues, confiscations, and/or abandonment or other such situation that require the Society to impound ten (10) or more animals from any one residence and/or property. It includes domestic pets only. **All rescues will be a joint effort between Law Enforcement, the Society, and the City or State's Attorney. Seizure of animals will only be done if parties agree, and with written request by the City to the Society. Costs associated with these types of rescues will be billed to the City, and paid to the Sioux Falls Area Humane Society. The City or its legal entities will seek restitution for their costs.**

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

City of Harrisburg, South Dakota

By:

City Manager

Attest:  
City Clerk

Sioux Falls Area Humane Society

By:

Executive Director

Approved as to form:  
City Attorney